

Request for Proposals



Office of the City Attorney

LEGAL SERVICES

For

2016 - 2018

Proposals Due by: October 1, 2015



Office of the City Attorney

**Susan L. Segal
City Attorney**

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Minneapolis, MN 55415**

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Civil Division Fax 612 673-3362
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CPED Fax 612 673-5112
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September 1, 2015

To whom it may concern:

Attached is a Request for Proposals for Legal Services. These services are needed for the Minneapolis City Attorney's Office. Please consider submitting a proposal for providing these services if your firm meets the qualifications and is available. Please review the RFP for details.

Proposals are due by 4:00 PM (Minneapolis time) on October 1, 2015.

Thank you for your consideration.

Sincerely,

Susan Segal
City Attorney's Office

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REQUEST FOR PROPOSALS FOR Legal Services

I. INTRODUCTION:

The City of Minneapolis is a city of the first class, existing and organized by its Home Rule Charter.

Under that Charter, legal services are provided to the City by its City Attorney's Office. However, on occasion the City hires outside, private legal counsel for matters that require special expertise, assistance in complex or lengthy litigation, or when a conflict of interest exists for the City Attorney's Office.

In order to select providers of these legal services, the City has established a panel of attorneys and law firms that can provide the necessary legal expertise when needed by the City.

To establish such a panel, the City is seeking proposals from individual attorneys and law firms qualified and experienced in providing such legal services.

The City reserves the right to negotiate pertinent contract terms simultaneously with any number of firms or individuals as the City deems to be in its best interests. In responding to this RFP, it is understood by all proposers that the City reserves the right to select any or all proposers which the City deems to be in its best interest.

II. SCOPE OF WORK:

All assignments to a legal service panel will be at the sole discretion of the City Attorney and may include, but are not limited to, work in specific areas as follows:

1. Police related litigation involving, for example, alleged personal injuries or civil rights violations;
2. Public contract matters;
3. Labor and employment law issues;
4. Civil Rights law;
5. Construction law;
6. Intellectual property law;
7. Bankruptcy law;
8. Environmental law;
9. Workers' Compensation law;

10. Telecommunication law;
11. Prosecution of petty misdemeanors, misdemeanors, or gross misdemeanors;
12. Eminent domain law;
13. Title clearance through initial registration, proceeding subsequent to initial registration or quiet title action;
14. General municipal law, which may include planning, land-use, zoning or maintenance of property.

These general categories may include both advice and representing the City in administrative proceedings or litigation. These categories are provided so proposing individuals and firms can more accurately describe their particular expertise, experience and interests.

III. GENERAL INSTRUCTIONS-PROPOSAL CONTENT:

Individuals or firms making proposals for inclusion on the City's legal services panels should supply the City with an original and six (6) copies of their proposal. The proposal should set forth full and accurate information as required by this RFP. Proposals shall:

1. Provide a general overview of the individual's or firm's (the "proposer") history and legal experience (when established, and location of main and branch offices).
2. If a firm, detail the proposer's numerical size and method of handling clerical services.
3. Outline the proposer's particular area(s) of expertise as it (they) relate to Section II of this RFP "Scope of Work" and give specific examples of experience in those areas.
4. Include a statement indicating the proposer's ability to respond on short notice and within tight timelines. Supporting examples or anecdotal evidence may be included.
5. Indicate the proposer's capability to provide detailed billing statements which clearly identify the projects worked on, the attorneys assigned, a list of hours expended by specific attorney(s), the nature of the work done, and an identification of City staff involved.
6. Indicate the proposer's willingness and accuracy in estimating the costs of individual assignments.
7. Indicate the specific attorneys likely to be assigned to work within the various categories outlined in Section II of this RFP "Scope of Work", and provide current resumes for those individuals. In addition, indicate a person who will act as the contact manager for the legal services agreement.
8. Indicate whether you, if an individual practitioner, or your firm, represent any client or interest in matters involving the City. In addition, state whether the proposer believes that any of these matters pose a conflict of interest within the meaning of the City's Code

of Ordinances and the Minnesota Rules of Professional Conduct.

9. For typical municipal legal matters, the City compensates its legal service providers at the rate of \$135.00 per hour. However, in certain circumstances such as complex litigation, complex transactional matters or situations requiring unique expertise in a sophisticated area of the law, the City will enter into an agreement at a higher hourly rate or a flat rate for the litigation, matter or situation. Indicate the specific billing rates applicable to attorney and non-attorney personnel and the proposer's willingness to provide typical municipal legal services at the rate of \$135.00 per hour for attorney time.
10. Using the Scope of Work section of this RFP, please indicate in rank order the areas of work for which you or your firm desire to be considered and for which you or your firm believe you or your colleagues are qualified.

IV. SCHEDULE AND PROPOSAL MILESTONES:

The following is a listing of key proposal and project milestones:

RFP Release	September 1, 2015
Questions on RFP due by	September 10, 2015
Responses to Questions posted by	September 14, 2015
Proposals due by	4:00 PM on October 1, 2015
Estimated selection	October 12, 2015
Estimated contract approval by City Council	November 6, 2015
Estimated services start date	January 1, 2016
Estimated services end date	December 31, 2018

Please refer to Section VI. for City contact information applicable to this Schedule.

V. PROPOSAL SUBMISSION AND DUE DATE:

Proposals are to be submitted to:

City of Minneapolis
Procurement Division
Suite 552
330 Second Avenue South
Minneapolis, MN 55401-2211
ATTN: Legal Services Panel Proposal

All proposals and supporting documentation, if any, are due at the address above, by 4:00 pm, on October 1, 2015. An original and six (6) copies of the proposal are required. Except for insurance verification, all supporting documentation for the proposal must also be submitted at the above place, time and date.

VI. DEPARTMENT CONTACT/REQUESTS FOR CLARIFICATION:

Prospective responders may direct questions in writing only to:

Peter W. Ginder
Deputy City Attorney
Room 210 City Hall
350 South Fifth Street
Minneapolis, MN 55415
Email: Peter.Ginder@minneapolismn.gov

All questions are due no later than September 10, 2015. Questions will be answered in writing by being posted electronically by September 14, 2015 and will be provided to all proposers who were originally provided this RFP or who have requested a copy of the answers. The department contact person is the only individual who can be contacted about the RFP by proposers before proposals are submitted. The department contact cannot vary the terms of the RFP.

VII. METHOD OF SELECTION:

This RFP, which is a general request for information as opposed to a specific request for a specific assignment, should not be in any way construed as a call for bids. Any response to this RFP shall constitute an offer to negotiate and is NOT A BID.

Although a proposer may be offered and enter into a contract with the City, the City does not represent that the individual or firm will be assured of any assignments to perform work or services.

Proposers shall be accepted for the panel based upon the best interests of the City.

Successful proposers who are accepted for the panel and are subsequently offered work or services will be required to obtain a certificate of compliance from the Minneapolis Civil Rights Department if it is anticipated that the fees will exceed \$50,000.00 in a year.

Proposers who will be selected for the panel shall be chosen by the City Attorney based upon review of the proposals by an in-house committee to be named by her. The committee will review proposals using the following criteria as a guide to determine which, if any, proposals are the most advantageous to the City's needs:

1. The proposed cost of the legal services. The proposed cost of the services is important but is not necessarily the controlling factor in determining a proposer's inclusion on the panel.
2. The proposer's subject matter expertise and record of past performance, including the experience and background of those specific persons proposed to perform legal services for the City.
3. The ability of the proposer to perform successfully the requested legal services.
4. The financial and technical resources available to the proposer and the proposer's ability

to handle simultaneously a significant number of legal matters for the City.

5. The ability of the proposer to respond in a timely manner to requests for legal services.
6. The extent to which the proposer will include women, minority persons, or persons with disabilities in the performance of the requested legal services.
7. The extent to which the proposal is complete and responsive to the RFP.
8. The extent to which the proposal demonstrates the proposer has represented, or can represent, a governmental entity, such as the City.
9. Other relevant criteria as may be developed by the City Attorney and the review committee.
10. At the discretion of the City Attorney, the selection committee may schedule oral interviews or may seek supplemental information on an individual basis.

VIII. REJECTION OF PROPOSALS: The City reserves the right to reject all proposals. The City also reserves the right to reject any firm or individual based upon its proposal.

IX. ADDENDUM TO THE RFP: If any addendum is issued for this RFP, it will be posted on the City of Minneapolis web site at:

<http://www.minneapolismn.gov/finance/procurement/rfp>

The City reserves the right to cancel or amend the RFP at any time.

ATTACHMENT A

General Conditions for Request For Proposals (RFP)

The General Conditions are terms and conditions that the City expects all of its Consultants to meet. The Consultant agrees to be bound by these requirements unless otherwise noted in the Proposal. The Consultant may suggest alternative language to any section at the time it submits its response to this RFP. Some negotiation is possible to accommodate the Consultant's suggestions.

1. City's Rights

The City reserves the right to cancel the Contract without penalty, if circumstances arise which prevent the City from commencing the project or any phase of the project and at any time if it is determined that the City was fraudulently induced to enter into the contract.

2. Equal Opportunity and Non-Discrimination Laws

The consultant agrees to comply with applicable provisions of applicable federal, state and city regulations, statutes and ordinances pertaining to the civil rights and non-discrimination in the application for and employment of applicants, employees, sub-contractors and suppliers of the Consultant. Among the federal, state and city statutes and ordinances to which the consultant shall be subject under the terms of this Contract include, without limitation, Minnesota Statutes, section 181.59 and Chapter 363A, Minneapolis Code of Ordinances Chapter 139, 42 U.S.C Section 2000e, et. seq. (Title VII of the Civil Rights Act of 1964), 29 U.S.C Sections 621-624 (the Age Discrimination in Employment Act), 42 U.S.C Sections 12101-12213 (the Americans with Disability Act or ADA), 29 U.S.C Section 206(d) (the Equal Pay Act), 8 U.S.C Section 1324 (the Immigration Reform and Control Act of 1986) and all regulations and policies promulgated to enforce these laws. The Consultant shall have submitted and had an "affirmative action plan" approved by the City prior to entering into the Contract.

3. Insurance

Insurance secured by the Consultant shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Consultant. Any policy deductibles or retention shall be the responsibility of the Consultant. The City does not represent that the insurance requirements are sufficient to protect the Consultant's interest or provide adequate coverage. Evidence of coverage is to be provided on a current ACORD Form, Insurance Declaration. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Consultant shall require any of its sub-contractors, if sub-contracting is allowable under this Contract, to comply with these provisions.

The Consultant and its sub-contractors shall secure and maintain the following insurance:

- a) **Workers Compensation** insurance that meets the statutory obligations with Coverage B-Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$100,000 each occurrence fire damage and \$10,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident.
- d) **Professional Liability** Insurance or Errors & Omissions insurance providing coverage for 1) the claims that arise from the errors or omissions of the Consultant or its sub-contractors and 2) the negligence or failure to render a professional service by the Consultant or its sub-contractors. The insurance policy should provide coverage in the amount of \$2,000,000 each claim and \$2,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.
- e) **Network Security and Privacy Liability** insurance for the duration of this agreement providing coverage for, but not limited to, Technology and Internet Errors & Omissions, Security and Privacy Liability, and Electronic Media Liability. Insurance will cover claims that arise from the disclosure of private information from files but not limited to: 1) the errors or omissions of the Consultant, its employees or Sub-contractors and 2) penetration of the Consultant's electronic data network, "firewall" or other security devices by hackers or others. The insurance policy should provide minimum coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If written on a Claims-Made basis, the policy must provide an extended reporting period and have a retroactive date that on or before the date of this contract or the date Consultant commences work, whichever is earlier.

4. **Hold Harmless**

The Consultant will defend, indemnify and hold harmless the City and its officers and employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses, including court costs and reasonable attorney's fees regardless of the Consultant's insurance coverage, arising directly from any negligent act or omission of the Consultant, its employees, agents, by any sub-contractor or sub-consultant, and by any employees of the subcontractors and sub-consultant of the Consultant, in the performance of work and delivery of services provided by or through this Contract or by reason of the failure of the Consultant to perform, in any respect, any of its obligations under this Contract.

The City will defend, indemnify and hold harmless the Consultant and its employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses including court costs and reasonable attorney's fees arising directly from the negligent acts and omissions of the City by reason of the failure of the City to perform its obligations under this Contract. The provisions of the Minnesota Statutes, Chapter 466 shall apply to any tort claims brought against the City as a result of this Contract.

Except as provided in Item 13, neither party will be responsible for or be required to defend any consequential, indirect or punitive damage claims brought against the other party.

5. **Assignment or Transfer of Interest**

The Consultant shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City. The Consultant shall not subcontract any services under this Contract without prior written approval of the City Department Contract Manager designated herein.

6. Subcontracting

The Consultant shall provide written notice to the City and obtain the City's authorization to subcontract any work or services to be provided to the City pursuant to this Contract. As required by Minnesota Statutes, Section 471.425, the Consultant shall pay all sub-contractors for sub-contractor's undisputed, completed work, within ten (10) days after the Consultant has received payment from the City.

7. General Compliance

The Consultant agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under this Contract.

8. Performance Monitoring

The City will monitor the performance of the Consultant against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Consultant within a reasonable period of time to cure such substandard performance after being notified by the City, Contract termination procedures will be initiated. All work submitted by Consultant shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Consultant and shall inform the Consultant of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

9. Prior Uncured Defaults

Pursuant to Section 18.115 of the City's Code of Ordinances, the City may not contract with persons or entities that have defaulted under a previous contract or agreement with the City and have failed to cure the default.

10. Independent Consultant

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Consultant shall at all times remain an independent Consultant with respect to the work and/or services to be performed under this Contract. Any and all employees of Consultant or other persons engaged in the performance of any work or services required by Consultant under this Contract shall be considered employees or sub-contractors of the Consultant only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of Consultant.

11. Accounting Standards

The Consultant agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices (GAAP) to properly account for expenses incurred under this Contract.

12. Retention of Records

The Consultant shall retain all records pertinent to expenditures incurred under this Contract for a period of six years commencing after the later of contract close-out or resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

13. Data Practices

The Consultant agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality. The Consultant and any of the Consultant's sub-consultants or subcontractors retained to provide Services under this Contract shall comply with the Act and be subject to penalties for non-compliance as though they were a "governmental entity." The Consultant must immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Consultant concerning data requests. The Consultant agrees to hold the City, its officers, and employees harmless from any claims resulting from the Consultant's unlawful disclosure or use of data protected under state and federal laws.

14. Inspection of Records

Pursuant to Minnesota Statutes Section 16C.05, all Consultant records with respect to any matters covered by this Contract shall be made available to the City and the State of Minnesota Office of State Auditor or their designees upon written notice, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

15. Living Wage Ordinance

The Consultant may be required to comply with the "[Minneapolis Living Wage and Responsible Public Spending Ordinance](#)", Chapter 38 of the City's Code of Ordinances (the "Ordinance"). Unless otherwise exempt from the Ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance's requirement that the Consultant and its sub-contractors pay their employees a "living wage" as defined and provided for in the Ordinance.

16. Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Consultant.

17. Conflict and Priority

If this Contract was awarded by RFP and in the event that a conflict is found between provisions in this Contract, the Consultant's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Proposal; and last 3) Request for Proposals (only for Contracts awarded using RFP).

18. Travel

If travel by the Consultant is allowable and approved for this Contract, then Consultant travel expenses shall be reimbursed in accordance with the City of Minneapolis [*Consultant Travel Reimbursement Conditions*](#).

19. Billboard Advertising

City Code of Ordinance 544.120 prohibits the use of City and City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

20. Conflict of Interest/Code of Ethics

Pursuant to Section 15.250 of the City's Code of Ordinances, both the City and the Consultant are required to comply with the City's Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and the Consultant to avoid any situation that may give rise to a "conflict of interest." A "conflict of interest" will arise if Consultant represents any other party or other client whose interests are adverse to the interests of the City.

As it applies to the Consultant, the City's Code of Ethics will also apply to the Consultant in its role as an "interested person" since Consultant has a direct financial interest in this Agreement. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.

21. Termination, Default and Remedies

The City may cancel this Contract for any reason without cause upon thirty (30) days' written notice. Both the City and the Consultant may terminate this Contract upon sixty (60) days' notice if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten (10) days' written notice or such other reasonable time period to cure the default has been provided. If termination shall be without cause, the City shall pay the Consultant all compensation earned to the date of termination. If the termination shall be for breach of this Contract by the Consultant, the City shall pay the Consultant all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Consultant under this Contract shall, at the option of the City, become the property of the City, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Consultant. The City may, in such event, withhold payments due to the Consultant for the purpose of set-off until such time as the exact amount of damages due the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Consultant, from asserting any other right or remedy allowed by law, equity, or by statute. The Consultant has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Consultant.

22. Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon the City's payment for and final approval of the final report or upon payment and request by the City at any time before then. The City at its own risk may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Consultant.

23. Intellectual Property

All Work produced by the Consultant under this Contract is classified as "work for hire" and upon payment by the City to the Consultant will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. "Work" covered includes all reports, notes, studies, photographs, designs, drawings, specifications, materials, tapes or other media and any databases established to store or retain the Work. The Consultant may retain a copy of the Work for its files in order to engage in future consultations with the City and to satisfy professional records retention standards. The Consultant represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the term of this Contract. This Contract does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

24. City Ownership and Use of Data

The City has adopted an Open Data Policy ("Policy"). The City owns all Data Sets as part of its compliance with this Policy. Data Sets means statistical or factual information: (a) contained in structural data sets; and (b) regularly created or maintained by or on behalf of the City or a City department which supports or contributes to the delivery of services, programs, and functions. The City shall not only retain ownership of all City Data Sets, but also all information or data created through the City's use of the software and /or software applications licensed by the Consultant (or any subcontractor of sub-consultant of the Consultant) to the City.

The City shall also retain the right to publish all data, information and Data Sets independently of this Contract with the Consultant and any of Consultant's subcontractors or sub-consultants involved in providing the Services, using whatever means the City deems appropriate.

The City shall have the right to access all data, regardless of which party created the content and for whatever purpose it was created. The Consultant shall provide bulk extracts that meet the public release criteria for use in and within an open data solution. The Consultant shall permit and allow free access to City information and Data Sets by using a method that is automatic and repeatable. The Data Sets shall permit classification at the field level in order to exclude certain data.

25. Small & Underutilized Business Program (SUBP) Requirements

The City of Minneapolis policy is to provide equal opportunities to all businesses, with an effort to redress discrimination in the City's marketplace and in public contracting against Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs). The SUBP requirements detailed in the Minneapolis Code of Ordinances Chapter 423.50, apply to any professional or technical service contract in excess of \$100,000. SUBP goals are set on contracts based on project scope, subcontracting opportunities, and availability of qualified MBEs/WBEs.

There are no specific SUBP goals on this RFP. However, if there are subcontracting opportunities later identified, Consultant shall inform the Contract Administrator to obtain authorization as stated under #6 of the Terms and Conditions. Consultant shall take action to afford MBEs and WBEs full and fair opportunities to compete on this contract and resulting subcontracts. To locate certified MBEs and WBEs under the Minnesota Uniform Certification Program (MnUCP), please visit <http://mnucp.metc.state.mn.us/> or contact contractcompliance@minneapolismn.gov.

26. Audit Requirements for Cloud-Based Data Storage of City Data

If the Consultant's services include the storage of City data using a cloud based solution, then the Consultant agrees to secure the data as though it were "private data" as defined in Minnesota Statutes, Chapter 13. The Consultant shall provide the City with the annual copy of the Federal Standards for the Statement on Standards for Attestation Engagements (SSAE) No. 16 or the International Standard on Assurance Engagements (ISAE) No. 3402. The Consultant agrees to provide a .pdf copy to the City's Contract Manager upon the Consultant's receipt of the audit results.